same substantive rights under the corporate charter. *United States Bank* v. *Planters Bank*, 9 Wheat. 904; *Southern Ry. Co.* v. *North Carolina Ry. Co.*, 81 Fed. 595. This equality, however, has no application to statutes of limitation. Such a statute relates to the remedy and as part of the *lex fori* is wholly outside of the substantive rights arising under the charter. The United States, in suing for dividends, is acting in its sovereign capacity, and is not barred by a state statute of limitation. *United States* v. *Chesapeake & Delaware Canal Co.*, 206 Fed. 964.

At common law, there is, in the absence of explanatory evidence, a presumption of payment of debt after a lapse of twenty years. *Fagan* v. *Bach*, 253 Ill. 588, 97 N. E. 1087. It has been held that this rule has no application to claims due the government. *People* v. *Columbia County*, 10 Wend. (N. Y.) 363. There is also *dictum* to the same effect. See *United States* v. *Williams*, 4 McLean 567, Fed. Cas. 16720. It is clear that there is, in these cases, confusion of thought between the statute of limitations and presumption arising from lapse of time. The former constitutes a legislative bar to the right of action. The latter, which is usually drawn from the plaintiff's case, is not a bar at all, but merely a rule of evidence affecting the burden of proof. *Gregory* v. *Commonwealth*, 121 Pa. St. 611, 15 Atl. 452; *Holway* v. *Sanborn*, 145 Wis. 151, 130 N. W. 95. The government is subjected to the same rules respecting the burden of proof, the quantity and character of evidence, the presumptions of law and fact, that attend the prosecution of a like action by an individual. *United States* v. *Stinson*, 197 U. S. 200; *In re Ash's Estate*, 202 Pa. St. 422, 51 Atl. 1030, 90 Am. St. Rep. 658. In an action by the United States to have certain land patents set aside on the ground of fraud, it was held that a presumption of legality would arise from lapse of time. *United States* v. *Beebee*, 17 Fed. 36. Though there is dearth of authority on this question, on reason and principle, presumption of payment from lapse of time would seem to apply to the government as to an individual.

INSURANCE—CONSTRUCTION OF CONTRACT—TEMPORARY BREACH OF CONDITION.—The plaintiff's motor was insured against fire by the defendant company under a policy providing that the plaintiff will not use the car for passenger service of any kind for hire. Though the car was kept by the plaintiff for his private use, it was used upon a single occasion for hire by his chauffeur, without the plaintiff's knowledge or assent. The car was later destroyed by fire without fault of the owner, while in his exclusive possession and after the above use had ceased. *Held*, the single act of the plaintiff's chauffeur did not violate the condition as set forth in the policy. *Crowell* v. *Maryland Motor Car Ins. Co.* (N. C.), 85 S. E. 37.

The general principle of construction applied by all courts to contracts of insurance is that they should be construed as any other contract, giving full effect to the intention of the parties so far as that intention is legal. *Liverpool & London & Globe Ins. Co.* v. *Kearney*, 180 U. S. 132; *Watertown Fire Ins. Co.* v. *Cherry*, 84 Va. 72, 3 S. E. 876; *Renshaw* v. *Missouri S. M. F. & M. Ins. Co.*, 103 Mo. 595, 15 S. W. 945, 23 Am. St. Rep. 904. It is also a settled rule that when the terms of a

contract of insurance can be interpreted in more than one sense, or if there be some doubt as to the intention of that party, it should always be resolved strictly against the insurer and in favor of the insured. *Liverpool & London & Globe Ins. Co.* v. *Kearney, supra; Forest City Ins. Co.* v. *Hardesty*, 182 Ill. 39, 55 N. E. 139, 74 Am. St. Rep. 161; *Bray & Franklin* v. *Va. F. & M. Ins. Co.*, 139 N. C. 390, 51 S. E. 922. But the construction should be according to the sense and meaning of the terms which have been used, and if they are clear and unambiguous, they are to be taken and understood in their plain, ordinary and popular sense. *Imperial Fire Ins. Co.* v. *Coos County*, 151 U. S. 452.

A number of courts moved by the desire to uphold the policy have held that a temporary breach of condition not contributing to a subsequent loss merely suspends the policy. *Hinckley* v. *Germania Fire Ins. Co.*, 140 Mass. 38, 1 N. E. 737, 54 Am. Rep. 445; *Cottingham* v. *Maryland Motor Car Ins. Co.* (N. C.), 84 S. E. 274. See *Traders' Ins. Co.* v. *Catlin*, 163 Ill. 256, 45 N. E. 255, 35 L. R. A. 595. The better view seems to be that, even though a condition violated did not in any way increase the risk, if by express terms such a breach was made to avoid the policy, then it should be held void and not suspended. *Imperial Fire Ins. Co.* v. *Coos County, supra; Kyte* v. *Commercial Union Assurance Co.*, 149 Mass. 116, 21 N. E. 361, 3 L. R. A. 508; *Moore* v. *Phœnix Ins. Co.*, 62 N. H. 240, 13 Am. St. Rep. 556. But if the terms used are such as can be construed to mean a permanent and not a temporary use of the subject of the insurance, recovery not being based on the rule of suspension but on the interpretation of the words contained therein, then the policy can be upheld on both principle and authority. *Mears* v. *Humboldt Ins. Co.*, 92 Pa. St. 15, 37 Am. Rep. 647; *Springfield Fire & Marine Ins. Co.* v. *Wade*, 95 Tex. 598, 68 S. W. 977, 58 L. R. A. 714, 93 Am. St. Rep. 870; *McGannon* v. *Ins. Co.*, 171 Mo. 143, 71 S. W. 160, 94 Am. St. Rep. 778. While the courts have extended the principle at every possible opportunity in order to save the insured, they, nevertheless, have based it on the ground that there was no breach of warranty. See *Springfield Fire and Marine Ins. Co.* v. *Wade, supra.*

In the only other case on record, the facts of which are exactly in accord with the principal case, a clause in the policy provided that the machine should not be used for carrying passengers for compensation, and that it should not be rented or leased. The court construed the provision to mean continuously used for that purpose for any length of time, or in making a business of carrying passengers for hire. *Commercial Union Assurance Co.* v. *Hill* (Tex. Civ. App.), 167 S. W. 1095.

INTERSTATE COMMERCE—INTOXICATING LIQUORS—STATE REGULATION UNDER WEBB-KENYON ACT.—A shipment of intoxicating liquor was made from one state into local option territory of another state. The courts of the state into which such liquor was shipped had held that liquor kept for one's personal use was lawful. The Webb-Kenyon Act prohibits the interstate shipment of intoxicating liquor intended to be kept or used in violation of the laws of such state. *Held,* a common carrier is not liable under the Webb-Kenyon Act when such shipment was intended for the consignee's personal use. *Adams Express Co.* v. *Kentucky*, 35 Sup. Ct. Rep. 824. See NOTES, p. 143.